



Bill To:
Various State Agencies
Located throughout Idaho

Various, ID 83701

**Various State
 Agencies**

THIS NUMBER MUST APPEAR
 ON ALL DOCUMENTS

Blanket Purchase Order CHANGE ORDER - 03

**Blanket Purchase Order
 BPO01154 - 03**

DELIVER

TO: Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: Wed Jun 22, 2005

F.O.B: Destination

Terms:

VENDOR: MCAFEE, INC
ATTN: KIMBERLY THOMAS
3965 Freedom Circle
Santa Clara, CA 95054
Attn: Inside Account Manager

Phone: 972-987-2414
Toll Free 800-338-8754 X2414

Contract From Date Fri Jun 04, 2004

Contract To Date: Fri Jun 30, 2006

RFQ#: RFQ02322
DOC#: PREQ4419

File Attached: ☒ **BPO01154_02McAfeeAmn2.pdf**
☐ **BPO01154_03McAfee.pdf**

Buyer: GERRY SILVESTER 208.327.7325

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		50000.00
	Total:			50000.00

**Blanket
 Comments:**

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Anti-virus Software (208-90) (nt)	1 LOT	50000.00	50000.00
 ANTI-VIRUS SOFTWARE Amendment			

This contract amendment and the provisions hereof are hereby made part of that certain State of Idaho contract number BPO01154 for ANTI-VIRUS SOFTWARE for the IDAHO DEPARTMENT ADMINISTRATION dated JUNE 3, 2002 between McAfee, Inc. (formerly NETWORK ASSOCIATES, INC.) as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Amendment is June 10, 2005.

**General
Comments:**

An additional Authorized Reseller, SoftwareMedium, is added to the Contract. This supplements the previous two Authorized Resellers, Intermountain Technology Group (formerly Computer Technology Group), and ASAP Software. Detailed contact information follows:

softwaremedium
4635 McEwen Road
Dallas, Texas 75244
Attention: Jeremy Clark, Account Executive
Phone: 469-587-0536
Fax: 469-587-0636
Web Address: <http://www.softwaremedium.com>

Instructions:

Freight / Handling Included in Price

/s/ Gerry Silvester

By: **GERRY L. SILVESTER**



McAfee, Inc.
U.S. Subscription License Agreement
Customer Agreement #IDAH02002-01MD
McAfee #46000578

This amendment ("Third Amendment") to the US Subscription Software License Agreement, is made and entered as of June 10, 2005, to be effective as of that date (the "Effective Date") by and between McAfee, Inc. ("McAfee") and the State of Idaho ("Licensee or Customer").

WITNESSETH:

WHEREAS, on May 30, 2002, McAfee and Customer entered into the U.S. Subscription Software License Agreement No IDAH02002-01MD (also referred internally within McAfee as Agreement No 4600578, the "Agreement");

WHEREAS FURTHER, effective as of November 12, 2003, the parties issued the First Amendment in order to incorporate an additional reseller authorized to participate in the delivery of Products under the Agreement; and

FURTHER WHEREAS, effective April 1, 2005, the parties issued the Second Amendment in order to effect a title change, to reflect the change of name to McAfee Inc. from Networks Associates, Inc., to replace Exhibit A to the Agreement with a new Exhibit A-1, and to replace certain definitions, modify or add others.

FINALLY WHEREAS, McAfee and Customer desire to further modify the Agreement to authorize and incorporate an additional reseller;

NOW, THEREFORE, the parties agree as follows:

1. Schedule A is amended such that under Additional Terms, Item # 5, Authorized Resellers, the following authorized McAfee reseller is added:

softwaremedium
4635 McEwen Road
Dallas, Texas 75244
Attention: Jeremy Clark
Account Executive
469-587-0536 (Phone)
469-587-0636 (Fax)
<http://www.softwaremedium.com>

McAfee, Inc.
U.S. Subscription License Agreement
Customer Agreement #IDAH02002-01MD
McAfee #46000578

2. Except as amended hereby, and as amended in the First and Second Amendments, the License Agreement is ratified and confirmed in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first written above.

McAFEE, INC.

BY: [Signature]

NAME: James Lewandowski

TITLE: ERP, the Americas



THE STATE OF IDAHO

BY: [Signature]

NAME: Garry L. Silvester

TITLE: Sr. Purchasing Officer



Bill To:
Various State Agencies
Located throughout Idaho

Various, ID 83701

**Various State
 Agencies**

THIS NUMBER MUST APPEAR
 ON ALL DOCUMENTS

Blanket Purchase Order CHANGE ORDER - 02

**Blanket Purchase Order
 BPO01154 - 02**

DELIVER

TO: Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: Tue Apr 19, 2005

F.O.B: Destination

Terms:

VENDOR: McAfee, Inc.

3965 Freedom Circle
Santa Clara, CA 95054
Attn: Kimberly Thomas
Inside Account Manager
email: kimberly_thomas@mcafee.com
Phone: 972-987-2414 - Direct
Toll Free 800-338-8754 x2414
Account Number: P00000046092

Contract From Date Fri Jun 04, 2004

Contract To Date: Fri Jun 30, 2006

RFQ#: RFQ02322
DOC#: PREQ4419

File Attached: 
BPO01154_02McAfeeAmn2.pdf

Buyer: GERRY L. SILVESTER 208.327.7325

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		50000.00
	Total:			50000.00

Blanket Comments:

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Anti-virus Software (208-90) (nt)	1 LOT	50000.00	50000.00

.....ANTI-VIRUS SOFTWARE Amendment

This contract amendment and the provisions hereof are hereby made part of that certain State of

General Comments:	Idaho contract number BPO01154 for ANTI-VIRUS SOFTWARE for the IDAHO DEPARTMENT ADMINISTRATION dated JUNE 3, 2002 between McAfee, Inc. (formerly NETWORK ASSOCIATES, INC.) as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:
	All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Amendment is April 1, 2005.
	This contract is renewed for ONE (1) YEAR commencing JULY 1, 2005, and expiring JUNE 30, 2006. The same terms, conditions, and prices, except as changed by this amendment prevail from April 1, 2005 through June 30, 2006.
	The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on level of orders issued by the State.

Instructions:**Freight / Handling Included in Price**

/s/ Gerry L. Silvester

By: **GERRY L. SILVESTER**

This amendment ("Second Amendment") is made and entered into as of April 1, 2005 (the "Second Amendment Effective Date") by and between **McAfee, Inc.**, a Delaware corporation formerly doing business as Network Associates, Inc., with offices at 3965 Freedom Circle, Santa Clara, California 95054 ("McAfee") and **The State of Idaho Department of Administration, Division of Purchasing**, with office located at 5569 Kendall Street, Boise, ID 83720 ("Customer").

WITNESSETH:

WHEREAS, on May 30, 2002, McAfee and Customer entered into the U.S. Subscription Software License Agreement No. IDAHO2002-01MD (also referred to internally by McAfee as Agreement No. 46000578), the "Agreement";

WHEREAS, effective as of November 12, 2003, the parties issued an amendment to the Agreement (the "First Amendment") in order to incorporate an additional reseller authorized to participate in the delivery of Products under the Agreement; and

WHEREAS, McAfee and Customer desire to modify the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Terminology. Unless otherwise provided herein, capitalized terms used herein shall have the meaning set forth in the Agreement.
2. Title Change. As of the Second Amendment Effective date the parties agree that the title to the Agreement shall be the "U.S. Master Software License Agreement No. IDAHO2002-01MD", which has been initiated to incorporate the purchase of perpetual licensing and hardware deliverables.
3. Name Change. Networks Associates, Inc., doing business as Network Associates, Inc., initiated a formal name change as of July 1, 2004 and is now known as McAfee, Inc. All occurrences of "Networks Associates, Inc." and "Network Associates, Inc." within the Agreement are hereby replaced with "McAfee, Inc.", and all occurrences of "NAI" within the Agreement shall now mean "McAfee".
4. Exhibit "A". Upon full execution of this Second Amendment, the parties agree that the Exhibit "A" within the Agreement is replaced in its entirety with the attached Exhibit "A-1".
5. Maintenance. The definition of "Maintenance" in Section 1.D of the Agreement is hereby deleted in its entirety and replaced with the following definition:

"Maintenance" means the provision by McAfee of the PrimeSupport services in accordance with McAfee's PrimeSupport Maintenance Addendum for Hardware and Software.

6. Perpetual License. The following definition is inserted into the Agreement as Section 1.K:

"Perpetual Term" means that the Product may be used indefinitely as long as Customer has paid for the Product and does not violate McAfee's copyrights, patents, trade secret rights, trademarks and other intellectual property rights in the Product."

7. Customer Grant. Section 2.A, "GRANT", is modified such that after the first occurrence of "Subscription License" on line 2, the following wording shall be inserted: "or Perpetual Term license, as ordered by Customer..."

8. PrimeSupport. Section 3, "MAINTENANCE / SERVICES" is modified such that the language in this Section is deleted in its entirety and replaced with the following:

McAfee shall provide support to Customer in accordance with McAfee's PrimeSupport Maintenance Addendum for Hardware and Software.

9. Infringement Indemnity. Section 5, "LIABILITY / WARRANTY" is modified such that on line 13 of Section 5.B, after "issue to Customer a" insert "pro-rata" before "refund", and then after "paid by Customer" on line 13, insert "where such pro-rated refund shall be based on the unused term remaining in a Subscription License term or the unused period of a Perpetual Term license when based on a useful life of three (3) years for Perpetual Term licenses."

10. Agreement Extension. The parties agree that as of the Second Amendment Effective Date the terms of this Agreement, as amended, shall extend through June 30, 2006.

11. Confirmation. Except as amended hereby, the Agreement is ratified and confirmed in accordance with its terms. In the event that any of the terms and conditions of the Agreement or the First Amendment conflict with this Second Amendment, the terms and conditions of this Second Amendment shall take precedence.

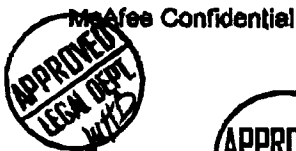
IN WITNESS WHEREOF, the parties have executed these presents as of the Second Amendment Effective Date.

MCAfee, INC.

By: [Signature]
Name: Dave Dierker
Title: SP Law
Date: 4-13-05

THE STATE OF IDAHO

By: [Signature]
Name: Gerry L. Silvester
Title: Senior Purchasing Officer
Date: April 15, 2005



Page 2 of 2

Amend-2 (03/2005)
Customer Agreement No. IDAHO2002-01MD
McAfee Agreement No. 46000578



McAfee, Inc.
Exhibit A-1
State of Idaho - Amendment 1

BUDesc	StubDesc	ContractDesc	Min	Max	ZLST	ChannelSKU	EffectiveDate
McAfee	McAfee Active Mail Protection	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	13.39	AMPCDE-AA-JI	1/17/05
McAfee	McAfee Active Mail Protection	Annual PriorityPlus SW Support	10001	9999999	5.35	AMPYFM-AA-JI	1/17/05
McAfee	McAfee Active Threat Protection	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	28.84	ATPCDE-AA-JI	1/17/05
McAfee	McAfee Active Threat Protection	Annual PriorityPlus SW Support	10001	9999999	11.53	ATPYFM-AA-JI	1/17/05
McAfee	McAfee Active Virus Defense	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	21.99	AVDCDE-AA-JI	1/17/05
McAfee	McAfee Active Virus Defense	Annual PriorityPlus SW Support	10001	9999999	8.8	AVDYFM-AA-JI	1/17/05
McAfee	McAfee Virex	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	9.04	AVMCDE-AA-JI	1/17/05
McAfee	McAfee Virex	Annual PriorityPlus SW Support	10001	9999999	3.61	AVMYFM-AA-JI	1/17/05
McAfee	McAfee ePolicy Orchestrator	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	6.24	EPOCDE-AA-JI	1/17/05
McAfee	McAfee ePolicy Orchestrator	Annual PriorityPlus SW Support	10001	9999999	2.5	EPOYFM-AA-JI	1/17/05
McAfee	McAfee GroupShield for Mail Servers with ePO	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	9.4	GSSCDE-AA-JI	1/17/05
McAfee	McAfee GroupShield for Mail Servers with ePO	Annual PriorityPlus SW Support	10001	9999999	3.77	GSSYFM-AA-JI	1/17/05
McAfee	McAfee LinuxShield	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	5.11	LXSCDE-AA-JI	1/17/05
McAfee	McAfee LinuxShield	Annual PriorityPlus SW Support	10001	9999999	2.05	LXSYFM-AA-JI	1/17/05
McAfee	McAfee AMP Competitive Upgrade License	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	6.7	AMPCDE-BA-JI	1/17/05
McAfee	McAfee ATP Competitive Upgrade License	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	11.51	ATPCDE-BA-JI	1/17/05
McAfee	McAfee AVD Competitive Upgrade License	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	8.8	AVDCDE-BA-JI	1/17/05
McAfee	McAfee SAV Competitive Upgrade License	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	4.72	SAVCDE-BA-JI	1/17/05
McAfee	McAfee Active Virus Defense SMB Edition	PerpetualPlus License with 1yr PriorityPlus Support	10000	9999999	17.35	ADMCDE-AA-JI	1/17/05
McAfee	McAfee Active Virus Defense SMB Edition	Annual PriorityPlus SW Support	10000	9999999	6.94	ADMYFM-AA-JI	1/17/05
McAfee	McAfee Active VirusScan SMB Edition	PerpetualPlus License with 1yr PriorityPlus Support	10000	9999999	9.67	SVMCDE-AA-JI	1/17/05
McAfee	McAfee Active VirusScan SMB Edition	Annual PriorityPlus SW Support	10000	9999999	3.86	SVMYFM-AA-JI	1/17/05
McAfee	McAfee Desktop Firewall	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	5.26	MDFCDE-AA-JI	1/17/05
McAfee	McAfee Desktop Firewall	Annual PriorityPlus SW Support	10001	9999999	2.11	MDFYFM-AA-JI	1/17/05
McAfee	McAfee VirusScan for NetApp	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	5.04	NAPCDE-AA-JI	1/17/05
McAfee	McAfee VirusScan for NetApp	Annual PriorityPlus SW Support	10001	9999999	2.02	NAPYFM-AA-JI	1/17/05
McAfee	McAfee PortalShield for SharePoint	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	7	PSMCDE-AA-JI	1/17/05
McAfee	McAfee PortalShield for SharePoint	Annual PriorityPlus SW Support	10001	9999999	2.8	PSMYFM-AA-JI	1/17/05
McAfee	McAfee Active VirusScan	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	11.79	SAVCDE-AA-JI	1/17/05
McAfee	McAfee Active VirusScan	Annual PriorityPlus SW Support	10001	9999999	4.72	SAVYFM-AA-JI	1/17/05
McAfee	McAfee Appliance Anti-Spam Software License	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	3.92	SKACDE-AA-JI	1/17/05
McAfee	McAfee Appliance Anti-Spam Software License	Annual PriorityPlus SW Support	10001	9999999	1.57	SKAYFM-AA-JI	1/17/05
McAfee	McAfee SpamKiller for SecurityShield	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	1.66	SKSCDE-AI-JI	1/17/05
McAfee	McAfee SpamKiller for SecurityShield	Annual PriorityPlus SW Support	10001	9999999	0.67	SKSYFM-AI-JI	1/17/05
McAfee	McAfee SpamKiller for Mail Servers with ePO	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	7.33	SKXCDE-AI-JI	1/17/05
McAfee	McAfee SpamKiller for Mail Servers with ePO	Annual PriorityPlus SW Support	10001	9999999	2.93	SKXYFM-AI-JI	1/17/05
McAfee	McAfee SecurityShield for Microsoft ISA Servers	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	4.17	SSICDE-AA-JI	1/17/05
McAfee	McAfee SecurityShield for Microsoft ISA Servers	Annual PriorityPlus SW Support	10001	9999999	1.66	SSIYFM-AA-JI	1/17/05
McAfee	McAfee VirusScan Command Line Scanner Sta	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	2.95	VCLCDE-AA-JI	1/17/05
McAfee	McAfee VirusScan Command Line Scanner Sta	Annual PriorityPlus SW Support	10001	9999999	1.18	VCLYFM-AA-JI	1/17/05
McAfee	McAfee VirusScan for PDA	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	3.5	VPDCDE-AA-JI	1/17/05
McAfee	McAfee VirusScan for PDA	Annual PriorityPlus SW Support	10001	9999999	1.4	VPDYFM-AA-JI	1/17/05
McAfee	McAfee Appliance Anti-Virus Software License	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	4.58	WAVCDE-AA-JI	1/17/05
McAfee	McAfee Appliance Anti-Virus Software License	Annual PriorityPlus SW Support	10001	9999999	1.83	WAVYFM-AA-JI	1/17/05
McAfee	McAfee WebShield SMTP	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	4.36	WNTCDE-AA-JI	1/17/05

**McAfee, Inc.
Exhibit A-1
State of Idaho - Amendment 1**

BUDesc	StubDesc	ContractDesc	Min	Max	ZLST	ChannelSKU	EffectiveDate
McAfee	McAfee WebShield SMTP	Annual PriorityPlus SW Support	10001	9999999	1.75	WNTYFM-AA-JI	1/17/05
McAfee	McAfee eXtended Policy Support	PerpetualPlus License with 1yr PriorityPlus Support	10001	9999999	1.22	XPSCDE-AI-JI	1/17/05
McAfee	McAfee eXtended Policy Support	Annual PriorityPlus SW Support	10001	9999999	0.49	XPSYFM-AI-JI	1/17/05
McAfee	McAfee 3100 Appliance	Hardware	1	9999999	1700	EPL-310A-NA-300I	1/17/05
McAfee	McAfee 3200 Appliance	Hardware	1	9999999	7699	EPL-320A-NA-300I	1/17/05
McAfee	McAfee 3300 Appliance	Hardware	1	9999999	12588	EPL-330A-NA-300I	1/17/05
McAfee	McAfee Anti-Spyware	PerpetualPlus License with 1yr PriorityPlus Support	1	9999999	4.95	SPYCDE-AA-JI	1/17/05
McAfee	McAfee Anti-Spyware	Annual PriorityPlus SW Support	1	9999999	1.98	SPYYFM-AA-JI	1/17/05
McAfee	McAfee/Entercept Standard Multiplatform Serve	Perpetual License Only	10001	9999999	272	ESACAE-AA-JA	1/17/05
McAfee	McAfee/Entercept Standard Multiplatform Serve	Annual PriorityPlus SW Support	10001	9999999	68	ESAYCM-AA-JA	1/17/05
McAfee	McAfee/Entercept Desktop Agent	Perpetual License Only	10001	9999999	8.33	ENPCAE-AA-JA	1/17/05
McAfee	McAfee/Entercept Desktop Agent	Annual PriorityPlus SW Support	10001	9999999	2.08	ENPYCM-AA-JA	1/17/05



McAfee® PrimeSupport® Maintenance Addendum for Hardware and Software

This PrimeSupport Maintenance Addendum (the "Addendum") is made and entered into by and between **McAfee, Inc.**, a Delaware corporation, with a principal place of business located at 3965 Freedom Circle, Santa Clara, California 95054, USA ("McAfee") and the Customer, where "Customer" is the licensee of certain Software provided pursuant to a separate end user license agreement with McAfee (the "License Agreement") and/or is the owner of certain Hardware products that has been purchased from McAfee or an McAfee authorized reseller or distributor for customer use and not for resale. This Addendum states the terms that govern the delivery of the maintenance services for such Software and Hardware. [Note: Customers in Japan: Please see the Japanese Agreement located at the URL in the Grant Letter you received from McAfee.]

1 Definitions:

- 1.1 "Business Day" means Monday through Friday, excepting local holidays observed by McAfee.
- 1.2 "CRU" means Customer Replaceable Unit, which is any Hardware part or component that McAfee reasonably determines may be installed or replaced by Customer.
- 1.3 "Defect" means a material Hardware failure or defect.
- 1.4 "Grant Number" means the valid PrimeSupport authorization number required to receive PrimeSupport Services.
- 1.5 "Hardware" means hardware equipment together with all parts, elements or accessories, and any combination of them, but does not include any software programs, code, routines or other intangible products.
- 1.6 "Maintenance Period" means the PrimeSupport service period purchased by Customer.
- 1.7 "Normal Business Hours" in North America are 8AM to 8PM Central Time. Normal Business Hours will vary in other regions.
- 1.8 "Order" means an order submitted by Customer and accepted by McAfee describing the Hardware or Software to be covered by PrimeSupport, the term of the coverage, and the McAfee SKU and price for the service.
- 1.9 "Software" means, software programs, code, and components but not hardware equipment, parts, or accessories (whether provided by Customer, McAfee, a reseller, or any third party).
- 1.10 "Update Services" means the availability for Customer to download and use within the terms of the License Agreement (i) any Maintenance Release, corrections, bug fixes and/or modifications made to the Software by McAfee including Updates, and (ii) any enhancements to the Software (including online documentation upgrades as well as new versions of the Software) including Software Upgrades that are made generally available to McAfee's customer base and which are not separately priced or marketed by McAfee.

2 PrimeSupport Software Service Levels: To the extent available in the region where the software is installed, the following Services may be purchased for Software.

- 2.1 **PrimeSupport Priority Program** includes (i) Update Services, (ii) access to technical solutions from a searchable knowledge base, (iii) electronic incident submission (iv) access to technical documents such as user guides, Frequently Asked Questions, and release notes, (v) unlimited access to technical support engineers. Support during non-Normal Business Hours may be English-only.
- 2.2 **"PrimeSupport Enterprise Program"** includes (i) PrimeSupport Priority, (ii) 24x7 access to an assigned support engineer by designated Customer contacts, (iii) proactive support from assigned support engineer at customer defined frequencies, and (iv) PSVANS.
- 2.3 **"Technology Services Software Support Option":** PrimeSupport Software Services Customers may purchase the Technology Services Software Support Option. The Technology Services Software Support Option provides trained Technical Support at the customer location. The Customer is responsible for reasonable travel, lodging and supply expenses.

3 Coverage: Customer acknowledges that PrimeSupport Software Support Services are not sold on a product-by-product basis. Upon purchasing PrimeSupport for Entercept, IntruShield, or McAfee products, Customer must purchase the same level of PrimeSupport for all Entercept, IntruShield, or McAfee Software at the location(s)

covered by this Addendum. PrimeSupport coverage must equal the number of Customer's Software licenses.

4 SDK: Support for Software Development Kits ("SDKs") for PrimeSupport Customers is limited. Upon Customer's request, PrimeSupport technical support will provide the email address of the SDK engineering team, and Customer may send SDK issues and questions by email to the SDK engineering team.

5 PrimeSupport Hardware Service Levels: To the extent available in the location where the Hardware is installed, the following Services may be purchased. PrimeSupport Hardware Service is available only if Customer also purchases PrimeSupport Software Services.

- 5.1 **"Onsite - Next Business Day Service"** provides that McAfee shall use its commercially reasonable efforts to provide the following: (i) if McAfee confirms a Defect before 3:00 pm local McAfee support center time, then within one Business Day McAfee will dispatch a service technician to repair or replace the affected Hardware. If McAfee confirms a Defect after 3:00 pm local McAfee support center time, then within two Business Days McAfee will dispatch a service technician as described above, (ii) an McAfee authorized Service Representative will use commercially reasonable efforts to arrive at the customer location prior to 5:00PM local time, Monday through Friday, excepting holidays observed by McAfee, to begin hardware repair or replacement, and (iii) Customer shall be entitled to all parts, of like or better quality, and labor necessary to repair or replace the Hardware, at no additional charge.
- 5.2 **"Return Materials Authorization ("RMA") Same Business Day Shipping Service"** provides that McAfee shall use its commercially reasonable efforts to provide the following: (i) if McAfee confirms a Hardware Defect before 3:00 pm local McAfee support center time, then on the same Business Day McAfee will ship (using Next Day air shipping at McAfee's expense) replacement Hardware, of like or better quality, to the location of the defective Hardware, subject to carrier schedules. If McAfee confirms a Defect after 3:00 pm local McAfee support center time, then within two Business Days McAfee will ship the replacement Hardware on the terms described above, and (ii) Customer may request expedited shipping, and shall pay all related expedited shipping costs. Customer must return, at McAfee's expense, using McAfee's selected carrier and packaging, the defective Hardware to McAfee within 30 days following its receipt of the replacement Hardware or Customer will be invoiced for the replacement Hardware at McAfee's then-current replacement price.
- 5.3 **"Return to Factory ("RTF") Service"** provides that McAfee shall use its commercially reasonable efforts to provide the following: (i) if McAfee confirms a Hardware defect, McAfee will issue a RTF-RMA including shipping information and tracking number. Using the McAfee selected carrier Customer will properly package, insure, and ship prepaid the defective Hardware to McAfee. Damage or loss of goods during shipment to Foundstone is the responsibility of the Customer. Hardware products will be repaired or replaced at McAfee's sole discretion. McAfee will pay all packing, shipping, and insurance to ship the repaired or replacement Hardware to Customer.
- 5.4 **"Return for Repair (RFR) Service"** for locations where Onsite service is not available provides that McAfee shall use its commercially reasonable efforts to provide the following: if McAfee confirms a Hardware defect, McAfee will issue a RFR Number including shipping information and tracking number. Customer will properly package, insure, and ship prepaid the defective Hardware to the McAfee repair site at Customer expense. Damage or loss of goods during shipment to McAfee is the responsibility of the Customer. Hardware products will be repaired or replaced at McAfee's sole discretion. Customer will pay all packing, shipping, and insurance to ship the repaired or replacement Hardware to Customer.
- 5.5 **"Onsite Spares Service"** for IntruShield: Available for PrimeSupport Customers. The Onsite Spares Service unit may be used only when Hardware covered by PrimeSupport is defective. Spares may not be used for testing, failover, or load balancing and do not include Software. PrimeSupport is required on the serial numbered unit(s) to which spares are allocated. Customer will contact McAfee with the serial number of the defective unit and the replacement spare. Customer will receive RMA Same Business Day Shipping Service to replace the Onsite Spare. The Software license and PrimeSupport entitlement will transfer to the Spare when the Spare is installed to replace a defective unit.

Customer must return Hardware to McAfee within 30 days of the conclusion of the Service or Customer will be invoiced for the Spares Hardware at McAfee's then-current replacement price.

5.6 "Onsite Spares Purchase Service" for Intrushield: Available for purchase by PrimeSupport Customers. Spares purchased from McAfee may be used only when a primary unit covered by PrimeSupport is defective. Spares may not be used for testing, failover, or load balancing and do not include Software. PrimeSupport is required on the serial numbered unit(s) to which spares are allocated. Customer will contact McAfee with the serial number of the defective unit and the replacement spare. Customer will receive RMA Same Business Day Shipping Service to replace the Onsite Spare. The Software license and PrimeSupport entitlement will transfer to the Spare when the Spare is installed to replace a defective unit.

6 Customer Replaceable Units (CRU): Some parts of the Hardware are designated CRU. McAfee ships, at McAfee's option and expense, CRUs to Customer for replacement by Customer. Customer must return, at McAfee's expense in the package provided, all defective CRUs to McAfee within 30 days following its receipt of the replacement CRU or Customer will be invoiced for the CRU at the then-current replacement price.

7 Customer Returns: Prior to returning any Hardware to McAfee for repair or replacement, Customer must obtain an RMA or RFR number from McAfee technical support. **HARDWARE SENT TO MCAFEE WITHOUT AN RMA OR RFR NUMBER MAY BE REJECTED BY MCAFEE AND RETURNED TO CUSTOMER AT CUSTOMER'S EXPENSE.**

8 Removal of Labels: The service obligations described herein do not apply if product or part identification labels are removed from the Hardware without written authorization from McAfee. Further, the service obligations do not apply if additional software is installed on the Hardware without written authorization from McAfee or if any tampering is detected with the Hardware. The services described herein do not apply to any Hardware that has been altered, except as authorized by a McAfee technical support representative.

9 Hardware Confidentiality: When requiring PrimeSupport Hardware Services Customer will ensure that, prior to delivering the Hardware to McAfee for repair or replacement, the Hardware does not contain any of Customer's confidential, proprietary or personal information. McAfee cannot guarantee the confidentiality of any such information existing on Hardware that is returned to McAfee.

10 Software Confidentiality: McAfee may need to access storage devices or files containing Customer's or a third party's confidential data. McAfee agrees to keep any such information strictly confidential. Except for this confidentiality obligation, McAfee accepts no responsibility for Customer data and will take copies of Customer data only with prior consent and will keep such data secure and, upon Customer's request destroy it as soon as reasonably practicable.

11 Service Prerequisites:

11.1 To receive PrimeSupport services Customer must report the error or Defect to McAfee technical support. Customer should be prepared to provide McAfee with (i) their PrimeSupport Grant Number, (ii) the location of the Software and/or Hardware, (iii) a detailed description of the problems or errors, (iv) a description of the Hardware meeting published McAfee specifications on which the Software is loaded, including the serial number or Service Tag number where applicable, (v) and the names and versions of any operating systems, networks, and software running with the Software including patches and fixes. McAfee may request that Customer take certain actions to determine whether the problem or error is related to the Software, Hardware, or other item. Customer shall reasonably cooperate with McAfee during this process.

11.2 Prior to delivering Hardware to McAfee, Customer shall ensure:

11.2.1 The Hardware is free of any legal obligations or restrictions that prevent McAfee from exchanging, repairing or replacing the Hardware,

11.2.2 All necessary consents (e.g., premises owner consent, if applicable) have been obtained to allow McAfee to access, repair, or replace the Hardware.

11.3 If McAfee provides any services at Customer's location or facilities, Customer warrants that (i) Customer shall make the

Hardware available to McAfee for repair or replacement during McAfee Normal Business Hours, and (ii) the premises where the Hardware or Software is located are in a safe condition and that McAfee's personnel will not be subject to undue risk or danger while on the premises.

11.4 Customer shall promptly download, distribute and install Maintenance Releases as released by McAfee during the Maintenance Period. A Maintenance Release, Update, or Software Upgrade may require a Hardware upgrade or new platform conversion to function properly. PrimeSupport is limited to (i) the current version and the one most recent version of the licensed Software and Hardware used in accordance with the Software License Agreement and (ii) to problems that can be reproduced while running on a hardware configuration meeting published McAfee specifications.

12 Backup and Restore: Customers are required to keep adequate backup copies of their data, databases, and application programs. Customers are also required to verify their backups to ensure effective data restoration. Customer acknowledges and agrees that McAfee's support services may be limited or may result in irreparable data loss if Customer does not keep adequate backup copies of data.

13 Term. The term of this Agreement commences on the date set forth in the Order and continues until the expiration date described in such Order. Unless terminated by Customer by written notice to McAfee ninety days prior to expiration, the PrimeSupport set forth in an Order will, upon 60 days' prior notification by McAfee, renew on an annual basis and Customer shall pay the relevant fees upon receipt of an invoice from McAfee. The term of the License Agreement may differ from the term of the PrimeSupport Program based on Customers' purchase decisions. Notwithstanding the foregoing, all Hardware support services automatically terminate upon the termination or expiration of the associated PrimeSupport Priority or PrimeSupport Enterprise support program purchased by Customer.

14 Multi-Year Support Contracts: Customers with the 2-year subscription license are entitled to purchase support contracts for one (1) year at a time over and above the standard price for licenses that include the first year of PrimeSupport. Perpetual license customers must buy PrimeSupport for the first year and renew for subsequent years to keep service entitlements current.

15 Support Expired or Not Purchased: Customers whose PrimeSupport coverage has expired, or who did not purchase PrimeSupport at the time the License Agreement was signed or Hardware Warranty expired, can purchase the level of support desired within one year thereafter by paying 100% of the list price for support from the date PrimeSupport terminated (or was not purchased) through the date of reinstatement plus an expiration administration charge. Hardware for which this Addendum has lapsed for more than 90 days is subject to inspection at Customer expense. Customers without PrimeSupport will not be entitled to any form of maintenance or support including access to support services, DAT files, engine updates, Maintenance Releases, Updates, and Software Upgrades. Customers are encouraged to renew their support contracts to ensure continued access to support without interruption in service.

16 Global Support Availability: McAfee provides Global Support. Unless otherwise agreed in writing by McAfee, Software is eligible for service only if it remains in the support region where Customer acquired the Software. Unless otherwise agreed in writing by McAfee, Hardware is eligible for service only if it remains in the country where Customer originally installed the Hardware. Global Support is provided for PrimeSupport Priority Program Customers. "Global PrimeSupport Enterprise" is defined as purchasing a support service to access assigned technical support in two or more McAfee regions. PrimeSupport Enterprise customers may purchase Global Support by McAfee region or worldwide.

17 McAfee Support Regions: The five McAfee support regions are North America; Europe, Middle East and Africa ("EMEA"); Asia Pacific ("APAC"); Japan, and Latin America ("LTAM").

18 Changes to PrimeSupport: Notwithstanding anything herein to the contrary, McAfee reserves the right to change or discontinue PrimeSupport Support programs at any time without notice, provided that the terms of this Addendum shall apply until this Addendum expires or is otherwise terminated. Further, McAfee reserves the right to change prices without notice.



19 Geographic Limitations: Geographic restrictions or limitations may apply to the services described herein, and services might not be available in all areas.

20 Service Obligations:

20.1 The service obligations described herein do not apply to (i) Hardware Defects, damage, or failure (ii) Software errors or problems caused by misuse, abuse, accident, unauthorized modification, improper use or maintenance, (iii) a force majeure event (e.g., earthquake, lightning, flood, fire, etc.), or (iv) any other damage or failure caused by a third party or a third party product. McAfee reserves the right to immediately terminate this Addendum, without any further obligation to Customer, if Customer tampers with or modifies the Hardware, Software, or database without prior written authorization of McAfee, or otherwise uses the Hardware or Software in violation of the applicable license agreement. In some cases where modifications to databases are required for the Hardware or Software to operate, McAfee personnel shall authorize or make the modification. McAfee shall have no support obligation hereunder where Hardware, tools or Software other than those supplied or approved by McAfee have been used. In addition, McAfee is not responsible for importing or exporting customer data, creating or modifying custom business rules or reports, or supporting custom modifications to databases, Active Server Pages, or other code, components or programs. Customer acknowledges that if McAfee Software is installed on hardware that does not meet McAfee published specifications, or if the Software's factory default configuration are modified (e.g., add other applications, drivers, OS patches, hardware etc.), the Software may be adversely impacted

and shall not be eligible for support under this Addendum. In the event the customer alters or modifies the Software and requests PrimeSupport services from McAfee, customer may be charged for the work performed by McAfee at the then-current price.

20.2 McAfee is not liable for delays caused by third parties, including but not limited to customs, mail or carrier strikes, transportation issues, weather delays, or other causes reasonably outside of McAfee's control.

20.3 Returned Hardware becomes the property of McAfee at the time it is determined by McAfee to contain a Defect. Customer will own all replacement Hardware provided by McAfee to Customer.

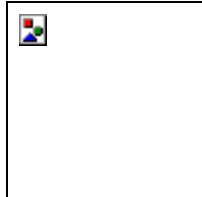
21 Support Services. During the Maintenance Period McAfee shall provide to Customer the levels as purchased by Customer and designated in the Order. If Customer has purchased a subscription license to the Software PrimeSupport Priority is included for the first year of the term as part of the subscription and maintenance shall be provided accordance with the definitions above. Maintenance Releases provided under a PrimeSupport subscription shall be deemed part of the Software and may be used by Customer subject to the limitations set forth in the License Agreement. If McAfee receives notice that the Software contains an error or problem or does not conform to the relevant specifications then McAfee will, at its sole option, repair or replace the affected Software in accordance with the obligations described in this Addendum. The foregoing is Customer's sole and exclusive remedy, and McAfee's sole and exclusive obligation, for errors, problems, non-conformities or failures related to the Software.

Intercept, Foundstone, IntruShield, McAfee, and PrimeSupport are registered trademarks or trademarks of McAfee, Inc. and/or its affiliates in the US and/or other countries. The color red in connection with security is distinctive of McAfee brand products. All other registered and unregistered trademarks herein are the sole property of their respective owners. © 2004 Networks Associates Technology, Inc. All Rights Reserved.

Worldwide contact information is available at: <http://www.mcafeesecurity.com/us/contact/home.htm>

Bill To:
Various State Agencies
Located throughout Idaho

Various, ID 83701



Various State
Agencies

THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Blanket Purchase Order
BPO01154 - 01

Blanket Purchase Order CHANGE ORDER - 01

DELIVER

TO: Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: **Fri May 07, 2004**

F.O.B: **Destination**

Terms:

VENDOR:

Network Associates, Inc.
3965 Freedom Circle
Santa Clara, CA 95054
Attn: Sales Manager
Account Number: P00000046092

Contract From Date **Fri Jun 04, 2004**

Contract To Date: **Fri Jun 03, 2005**

RFQ#: **RFQ002322**
DOC#: **PREQ4419**

File(s) Attached:

-  **IDExhibitAPricing.pdf**
-  **Idahosub_agreeFINAL_Rev4us2001-01-1.pdf**

Buyer: **State Purchasing** 208 327 7465

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		0.00
	Total:			0.00

Blanket
Comments:

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Anti-virus Software (208-90) (nt)	1 LOT	0.00	0.00

<p>General Comments:</p>	<p>ANTI-VIRUS SOFTWARE RENEWAL</p> <p>This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number BPO01154-01 for ANTI-VIRUS SOFTWARE for the IDAHO DEPARTMENT ADMINISTRATION dated JUNE 3, 2002 between NETWORK ASSOCIATES, INC. as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is JUNE 4, 2004.</p> <p>This contract is renewed for ONE (1) YEAR commencing JUNE 4, 2004, and expiring JUNE 3, 2005. The same terms, conditions and prices prevail for the contract renewal period.</p> <p>The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the mutual agreement between the IDAHO DEPARTMENT ADMINISTRATION and NETWORK ASSOCIATES, INC..</p> <p>SIGNED AND DATED ACCEPTANCE LETTER FROM NETWORK ASSOCIATES, INC. ON FILE AT THE DIVISION OF PURCHASING</p>	
	<p>Instructions:</p> <p>Freight / Handling Included in Price</p>	
		<p>By: MARK LITTLE</p>

FIRST AMENDMENT

THIS FIRST AMENDMENT TO the US Subscription Software License Agreement (the "First Amendment"), is made and entered as of November 12, 2003, to be effective as of that date (the "Effective Date"), by and between Networks Associates, Inc. ("NAI", "Licensor" or "Network Associates") and State of Idaho ("Licensee" or "Customer").

WITNESSETH:

WHEREAS, NAI and Customer are parties to that certain Software License Agreement between NAI and Customer (the "License Agreement"), and

WHEREAS, NAI and Customer desire to amend the License Agreement in certain respects, such amendments to be applicable to the Software hereafter licensed under the License Agreement,

NOW, THEREFORE, the parties agree as follows:

1. Terminology. Except as otherwise provided herein, capitalized words used herein shall have the same meaning as set forth in the License Agreement.

2. Schedule A, is amended such that under Additional Terms, Item No. 5, Authorized Resellers, the following authorized NAI reseller is added:

ASAP Software
850 Asbury Drive
Buffalo Grove, IL 60089
Attention: Aimee Ballinger
800/248-ASAP

3. Confirmation. Except as amended hereby, the License Agreement is ratified and confirmed in accordance with its terms. In the event of any inconsistencies between the terms of this First Amendment and the terms of the License Agreement, the conflicting terms of the First Amendment shall govern and prevail.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first written above.

NETWORKS ASSOCIATES, INC., doing The State of Idaho
business as Network Associates, Inc.

By: [Signature]

Name: MARILYN SMITH

Title: SRVP

By: [Signature]

Name: MARK LITTLE

Title: IT Purchasing Officer



NAI-CONFIDENTIAL

file: Idaho Amendment one. 111203.doc

page -1-

ver 2.1; 10-98



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located throughout Idaho

**Various State
Agencies**

Various, ID 83701

**Blanket Purchase Order
CHANGE ORDER - 00**

**Blanket Purchase Order
BPO01154 - 00**

DELIVER

TO: Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: Mon Jun 03, 2002

F.O.B: Destination

Terms:

VENDOR:

Network Associates, Inc.
3965 Freedom Circle
Santa Clara, CA 95054
Attn: Sales Manager
Account Number: P00000046092

Contract From Date Tue Jun 04, 2002

Contract To Date: Thu Jun 03, 2004

RFQ#: RFQ02322
DOC#: PREQ4419

File(s) Attached:

- ☐ **IDExhibitAPricing.pdf**
- ☐ **Idahosub_agreeFINAL_Rev4us**
- ☐ **2001-01)-1.pdf**

Buyer: State Purchasing 208 327 7465

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		0.00
	Total:			0.00
Blanket Comments:	<p>..... NOTICE OF BLANKET PURCHASE (BPO) AWARD</p> <p>Contract for <McAfee Anti-Virus Software > for various state of Idaho agencies, institutions, and departments. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.</p> <p>Contract Title:AntiVirus Software</p> <p>Delivery Zone/Area: Statewide</p>			

Contract Usage Type: . . .Optional Use
Public Agency Clause: . . .Yes
Contract Administration: Mark Little
---Phone Number: 208-327-7359
---E-Mail mlittle@adm.state.id.us

Contractor's Primary Contact
---Attn: Ron Anderson
---Address: 7843 Danish Point Place
---City, State, Zip: Salt Lake City, UT 84121
Phone Number: 801-486-2195
Fax Number: 801-486-2196
E-Mail: ron_Anderson@nai.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Minimum Order Quantity: . . . 0
Minimum Dollar Amount:0
Standard Delivery Time: . . . 3-5 Business Days

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Anti-virus Software (208-90) (nt)	1 LOT	0.00	0.00
General Comments:				
Instructions: Freight / Handling Included in Price				
		By: MARK LITTLE		

Statewide Contract with Network Associates for Anti-Virus Software (BPO 1154)

Contract for Anti-Virus Software for various State of Idaho agencies, institutions, and departments for the period of June 4, 2002 through June 3, 2004. The requisitioning agency will issue individual releases (delivery or purchase orders) against this master contract on an as-needed basis.

Contract Title: Anti-Virus Software
Delivery Zone/Area: All (Statewide)
Usage Type: Optional
Public Agency Clause: Yes
Contract Administration: Mark Little, 208-327-7359, mlittle@adm.state.id.us

Contractor: Network Associates, Inc.
Address: 3965 Freedom Circle
Santa Clara, CA 95054

Contractor's Primary Contact: Ron Anderson
Address: 7843 Danish Point Place
Salt Lake City, UT 84121
Phone: 801-486-2195
Fax: 801-486-2196
e-mail: ron_Anderson@nai.com

Standard Delivery Time: 3-5 Business Days

Contractor: Ship to the FOB destination point and bill directly to the ordering agency. Do not mail invoices to the Division of Purchasing. Notating the contract number on any invoices/statements will expedite payment.

Ordering may be done through Authorized Resellers if necessary. See page 7 of license agreement for details.

Network Associates, Inc.

U.S. Subscription Software License Agreement

Agreement Number IDAHO2002-01MD

Networks Associates Inc., a Delaware corporation doing business as Network Associates, Inc., 3965 Freedom Circle, Santa Clara, California 95054 ("NAI"), is entering into this Software License Agreement ("Agreement") with the following organization or individual ("Customer"):

Customer Name	The State of Idaho
Address	Department of Administration, Division of Purchasing 5569 Kendall Street Boise, ID 83720-0075
Telephone:	Attention:
Telecopier:	

who wishes to license software products ("Products" as defined below) from NAI subject to the terms and conditions of this Agreement and the terms of any Product Order ("Order" as defined below) that Customer submits to NAI and NAI accepts.

1. DEFINITIONS

- A. "Anniversary Date" means the annual recurrence of the Delivery Date of a Product.
- B. "Applicable Period" means, with respect to a User License, one year from the Delivery Date unless a different period is purchased at the time the User License is granted. If the second year option is timely exercised by Customer and the applicable fee paid, then the Applicable Period shall be extended an additional one year and be coterminous with the Subscription License. In no event shall the Applicable Period be longer than the term of the Subscription License.
- C. "Delivery Date" means the date a Product is shipped from NAI to Customer.
- D. "Maintenance" means the provision by NAI, during the Applicable Period, in exchange for payment by Customer of any applicable license or Maintenance fees, of (i) access to NAI's online support site currently located at knowledge.nai.com, (ii) any corrections, bug fixes and/or modifications made to a licensed Product, and (iii) enhancements to the licensed Product(s) and online documentation upgrades as well as new versions of the Product(s) that are made generally available to NAI's customer base and which are not separately priced or marketed by NAI.
- E. "Orders" for Product licenses or enhanced maintenance services may be submitted by Customer in a form acceptable to NAI. Any Orders shall expressly incorporate the terms and conditions of this Agreement, must be signed by Customer and are subject to acceptance by NAI. Customer's initial Order is attached hereto.
- F. "Subscription License" means a non-exclusive right to use a Product for a term commencing on the Delivery Date of a Product and continuing for a period of time as indicated on your Orders, subject to the terms of this Agreement. If no period of time is indicated then the Subscription License term shall be deemed to be two (2) years. The term License shall have the same meaning as Subscription License.
- G. "Product" means a software program, software bundled with hardware, and other software products marketed by NAI in machine readable form, unless otherwise specified, as well as any modifications, enhancements, improvements and refinements of the Product released during the Applicable Period not separately priced or marketed by NAI and any related materials, including documentation that accompanies the Product licensed.

- H. "User License" means a license to use the Product on any Customer owned workstation in the United States for the number of users licensed. Each workstation and Node must have its own license.
- I. "Managed Services" means services delivered, directly or indirectly by Customer for the management, operation, protection or supervision of all or a substantial portion of the information technology systems of a customer of Customer or other third party.
- J. "Node" means each server in the network and each desktop computer and thin client connected or connecting to the server(s) or the network.

2. GRANT

- A. Upon issuance of an Order by Customer and acceptance of the Order by NAI, NAI grants to Customer, and Customer accepts from NAI, a non-exclusive, non-assignable, Subscription License, to use solely for Customer's own internal business purposes, not including the provision of Managed Services, each Product set forth on each Order, subject to the terms of this Agreement. Customer's use of each Product shall be restricted to the number of Users Licensed as set forth in the applicable Order. Products installed on a single un-networked workstation or personal computer requires only a single User License. The number of User Licenses necessary with reference to a network of computers served by such Product is determined by the number of Nodes on the network. A User License must be purchased for each Node. Except as provided in paragraph D below, concurrent usage of the Licensed Product is not permitted.
- B. Customer may reproduce, at no additional charge, for disaster recovery purposes, a reasonable number of copies of the Product. Customer will reproduce all confidentiality and proprietary notices on the Product and maintain an accurate record of the location of each copy of the Product.
- C. Customer agrees that it will not reverse engineer or decompile any Product. Customer shall not sell, lease, license, rent, loan or otherwise transfer, with or without consideration, the Licensed Product to any third party. Customer agrees not to copy the Licensed Product except as expressly permitted above or permit any third party to reproduce or copy the Licensed Product. Customer agrees not to permit any third party (other than third parties/on-site contractors under contract with Customer which contains nondisclosure obligations no less restrictive than those set forth herein or in the case of educational institutions in which case students may use the Software when utilizing Licenses owned equipment located on Licenses premises) to use the Licensed Product in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Licensed Product is made. Customer may not permit third parties to benefit from the use or functionality of the Licensed Product via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the Order. Customer may not modify, or create derivative works based upon, the Licensed Product in whole or in part. No Maintenance shall be provided for any License Product which has been modified by, or for, Customer without the prior written consent of NAI. NAI owns and retains all right, title and interest in and to the Licensed Product, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein.
- D. Customer shall remove all copies of the Software from any computer that a Licensee sells or of which Licensee divests itself. At such time, Licensee may transfer any copy of the Software used on such computer to another computer owned by the Licensee.

3. MAINTENANCE / SERVICES

NAI will also provide Maintenance to Customer at no additional charge during the Applicable Period. Maintenance is limited to versions of the licensed Product that are supported by NAI and to problems that can be reproduced in the current version of the Product while running unaltered on the designated hardware configuration. Corrections to some technical problems may only be available through a future release of the Product or through a documentation update. Maintenance services will not be provided if: (a) the licensed Product is not used in accordance with the Software License Agreement, (b) the licensed Product has been altered or modified, or (c) modifications have been made by Customer to their operating system or their environment is significantly different than it was at the time the Product was licensed. PrimeSupport Connect, PrimeSupport Priority and PrimeSupport Enterprise and other NAI installation and configuration services are available for an additional fee.

4. TERMS OF PAYMENT

All License fees and Maintenance fees will be due net 30 days from date of receipt of an invoice. Service charges in the amount of the lesser of the maximum rate permitted by law or one and one-half percent (1-1/2%) per month, may accrue on all accounts past due by more than thirty (30) days. Customer is a tax exempted entity and upon request will provide the appropriate documentation.

5. LIABILITY/WARRANTY

- A. NAI warrants, for sixty (60) days from the date of shipment, (i) the media (for example diskettes) on which the Software is contained will be free from defects in materials and workmanship, and (ii) any Product licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation that accompanies the Product. With respect to Products that include hardware, please refer to the Limited Hardware Warranty Addendum to the Agreement.
- B. NAI warrants that it has the right to license any Product licensed hereunder. NAI also warrants that the licensed Product does not infringe on any United States patent, trademark, or copyright of a third party and NAI hereby agrees to indemnify, protect, defend, and hold Customer harmless from all claims, suits, actions, losses, damages, judgments, costs and expenses which may be sustained by Customer for an infringement of a United States patent, trademark, trade secret, or copyright by NAI; provided that (i) Customer gives prompt written notice of any suit to NAI, (ii) NAI shall have sole control of the defense of any action or claim and all negotiations for settlement or compromise thereof and (iii) Customer reasonably cooperates in the defense of such action or claim. Customer may elect to participate in any such action with an attorney of its own choice and at its own expense. In the event Customer is precluded by a court of competent jurisdiction from using a Product as a result of the infringement by NAI of any such patent, trademark, trade secret, or copyright of a third party, NAI may, in its reasonable discretion, (i) obtain the right to use the Product for the Customer, or (ii) replace or modify the Product so that it no longer infringes, or (iii) if neither (i) or (ii) above is commercially feasible, in NAI's reasonable discretion, then NAI may terminate the License for the affected Product and issue to Customer a refund of all License fees paid by Customer. If Customer does not notify NAI, as required herein, Customer's rights under this Section shall terminate.
- C. Customer agrees that, except as provided in Paragraph B above, NAI's liability for direct damages, if any, shall not exceed the initial License fees paid to NAI by Customer for use of the Product(s) under this Agreement.
- D. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action accrues.
- E. THE FOREGOING CONDITIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, BY NAI OR ANY OTHER PARTY INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. NAI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, IN CONNECTION WITH OR ARISING FROM THE FURNISHING, PERFORMANCE, OR USE OF THE PRODUCT(S) OR SERVICES PROVIDED HEREIN, REGARDLESS OF ANY LAW AND/OR REGULATION WHICH STATES OTHERWISE. NAI SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISE FROM THE USE OF A PRODUCT AS PART OR IN COMBINATION WITH ANY DEVICES, PARTS OR SOFTWARE NOT PROVIDED BY NAI, THAT IS INCONSISTENT WITH THE DESIGNED PURPOSE OF THE PRODUCT. THE ABOVE EXCLUSIONS APPLY TO THE EXTENT THAT THE DAMAGES WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE OR COMBINATION.

6. EXPORT LAW COMPLIANCE

Customer has been advised that Products are subject to the U.S. Export Administration Regulations. Customer shall not export, import or transfer Products contrary to U.S. or other applicable laws, whether directly or indirectly, and will not cause, approve or otherwise facilitate others such as agents or any third parties in doing so. Customer represents and agrees that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Customer's export privileges. Customer agrees not to use or transfer the Products for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license. The parties agree to cooperate with each other with respect to any

application for any required licenses and approvals, however, Customer acknowledges it is Customer's ultimate responsibility to comply with any and all export and import laws and that NAI has no further responsibility after the initial sale to the Customer within the original country of sale.

7. NONDISCLOSURE

- A. Customer agrees to receive and hold in confidence and not disclose, in any manner, to third parties (other than third parties under contract with Customer, provided such third party agrees in writing to be bound by nondisclosure obligations no less restrictive than those set forth herein) all documents, disclosures and written or oral statements with regards to intellectual property or the Products, disclosed to it by NAI (collectively the "Confidential Information") which shall be deemed confidential unless clearly marked otherwise or is nonconfidential pursuant to Section 7B. Customer shall use any Confidential Information only internally within its own company in the pursuit of its own internal business interests. Customer shall not sell, lease, license or otherwise transfer, with or without consideration, any Confidential Information to any third party or permit any third party (other than third parties as set forth above) to reproduce or copy or otherwise use or see any Confidential Information in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of any Confidential Information is made.
- B. Customer shall provide reasonable assistance to NAI in the prosecution of any third parties who violate any of NAI's rights under this Agreement or rights provided by law with respect to any Product licensed hereunder to Customer. NAI shall bear any associated cost and expense provided that such violation is not the result of a breach by Customer of its obligations hereunder. Customer shall not have any obligation to hold any information in confidence if the information was (1) rightfully disclosed to Customer without any obligation to keep such information confidential prior to execution of this Agreement, (2) in the public domain through no fault of Customer, or (3) is developed by Customer independently of any proprietary information contained in the Confidential Information.

8. AUDIT

NAI reserves the right to periodically audit Customer to ensure that Customer is not using any Product in violation of this Agreement or any Order. During Customer's standard business hours and upon prior written notice, NAI may visit Customer and Customer will make available to NAI or its representatives any records pertaining to the Product to NAI. The cost of any requested audit will be solely borne by NAI, unless such audit discloses an underpayment or amount due to NAI in excess of five percent (5%) of the initial license fee for the Product, in which case Customer shall pay the cost of the audit.

9. CUSTOMER REFERENCE

NAI shall obtain prior written approval from Customer before identifying Customer as a customer.

10. GOVERNING LAW

This Agreement, including any Order, shall for all purposes be deemed subject to the laws of the State of Idaho, USA.

11. SEVERABILITY; WAIVER

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such enforceability shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision(s) had never been contained herein. No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by both parties.

12. ASSIGNMENT

Neither party may assign this Agreement or any Order or otherwise convey any rights or obligations under this Agreement. Authorization to assign will not be unreasonably withheld.

13. NOTICE

Any notice or other communication required or permitted hereunder shall be given in writing to the other party at such address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given when (i) delivered personally, (ii) sent via certified mail (return receipt requested) (iii) sent via cable, telegram, telex, telecopier, fax (all with confirmation of receipt), or (iv) by recognized air courier service.

14. TERM AND TERMINATION

The terms of this Agreement shall commence on the date it is executed by NAI and shall continue in effect for two (2) years, with two (2) annual renewal options, upon mutual agreement. This Agreement and any License for a Product may be terminated by NAI in the event that Customer is in default under any License hereunder. A License for a Product shall automatically terminate upon the expiration of the applicable Subscription License term. Upon termination or expiration of any License hereunder, Customer shall return the Product (and any copies made pursuant to Section 2) and all related documentation to NAI. The provisions of Sections 4 Terms of Payment, 5. Liability/Warranty, 7. Nondisclosure, and 8. Audit, shall survive termination or expiration of this Agreement or any individual License.

15. RESTRICTED RIGHTS

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Right in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraph (c) (1) and (2) of the Commercial Computer Software Restricted Rights clause at 48 CFR 52.227-19, as applicable, Network Associates, Inc., 3965 Freedom Circle, Santa Clara, CA 95054.

16. ENTIRE AGREEMENT

The Agreement and the applicable Order(s) constitute the entire agreement between the parties for a License to use a Product or receive Enhanced Maintenance services, and will become binding upon NAI when signed by an authorized representative of NAI. NAI shall not be bound by any additional provisions that may appear in Customer's purchase order, acknowledgment of the purchase order, or any other communication between Customer and NAI. This Agreement supercedes any license agreement delivered with the Product or any update or revision thereto. There are no understandings, agreements or representations not specified herein or in any Order with respect to a License or a Product licensed or Enhanced Maintenance services rendered hereunder. This Agreement or any Order may not be modified, except by a written addendum signed by duly authorized representatives of both parties.

BY SIGNING BELOW, BOTH PARTIES AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

NETWORKS ASSOCIATES, INC.
Doing business as Network Associates, Inc.

THE STATE OF IDAHO

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

U.S. Software License Agreement

Business Unit McAfee

Dated 04-30-02

Qty.	Description	Unit Price	Extended Price
	Reference "Exhibit A" for Product description and applicable pricing breaks. Pricing referenced therein shall be offered to the Customer for orders place under this Agreement from 04-30-02 through 04-29-04.		
	Total		

Additional Terms:

In the event that the State of Idaho orders direct from Network Associates, Inc., the following Additional Terms shall apply to the direct orders:

1 - Administration Fee: Customer imposes a vendor administration fee of 1.25% on sales under any Agreement resulting from this negotiation. The fee will be paid by NAI (Authorized Agent) who initiated the sales hereunder. The administration fee must be included in submitted prices and cannot be added as a separate item.

- a. After receipt of payment from the contract purchases, all Authorized Agent administrative fees shall be payable to the State of Idaho no later than thirty (30) days after the end of each quarter.
- b. Vendor administrative fee and contract number should be noted on the check made payable to "Treasurer, State of Idaho" and remitted, along with the associated usage report, by the Authorized Agent to:
State of Idaho
Department of Administration
Division of Purchasing
5569 Kendall Street
Boise, ID 83720-0075

2 - Reporting – Summary of Total Sales: NAI shall furnish Customer with a detailed summary of sales at the end of each quarter. By submission of these Sales Summary reports and corresponding vendor administrative deposits, the NAI is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State of Idaho. Summary information shall be provided each quarter and shall include the following.

- a. State Contract Number
- b. Identity of purchaser
- c. Type of software sold
- d. Total sales of software/New license sales per quarter and year-to-date
- e. Total sales of upgrade (maintenance) releases and upgrades purchased per quarter and year-to-date
- f. Total sales per quarter and year-to-date

3 - Web Site for State Agreement: NAI shall develop and maintain an Idaho State Contract Web Page either as a separate Web Page or as part of an existing Web Page on the Internet WWW to post the State Contract prices, enable ordering on-line, order status using, and order history. This site, or a portion thereof, must be dedicated to the State of Idaho Agreement.

4 -Ordering: NAI shall receive orders for the software from Customer, to include its state and local political subdivisions as defined in Idaho Code § 67-2327, Public Agencies, as well as educational entities. NAI shall invoice Licensee's entities based on the price listed above. Such invoices will be in the form reasonably required by Licensee and governed by the terms of this Agreement.

In the event that the State of Idaho wishes to order through a Reseller, the following Additional Terms shall apply:

5 - Authorized Resellers - Customer may utilize Authorized Resellers as designated or another of Customer's choice. Pricing referenced above shall be offered to the Authorized Resellers in support of their relationship with the Customer.

Computer Technology Group (CTG)
4795 Emerald Street
Boise, ID 83706

Software Spectrum
2140 Merritt Drive
Garland, TX 75041

This Schedule is governed by the terms of the U.S. Subscription Software License Agreement Number IDAHO 2002-01MD to which it is attached.

NETWORKS ASSOCIATES, INC.
Doing business as Network Associates, Inc.

THE STATE OF IDAHO

By: /s/ Mark Small
Name: Mark Small
Title: VP Sales, NAI
Date: 5/30/02

By: /s/ Mark A. Little
Name: Mark A. Little
Title: IT Purchasing Officer
Date: 6/3/02

<u>Product</u>	<u>Nodes</u>	<u>Price</u>	
ACTIVE VIRUS DEFENSE 2YR LICENSE WITH KNOWLEDGE CENTER SUPPORT			
AVDSBE-AA	11 to 25	\$20.90	Supply AVD-SBE
AVDYAM-AA	26 to 50	\$20.90	Supply AVD-SBE
	51 to 100	\$20.90	Supply AVD-SBE
	101 to 250	\$20.90	Supply AVD-SBE
AVDAAE-AA	251 to 500	\$20.90	
AVDYAM-AA	501 to 1000	\$20.90	
	1001 to 1500	\$20.90	
	1501-3000	\$ 15.30	
	3001+	\$ 9.65	
TOTAL VIRUS DEFENSE 2YR LICENSE WITH KNOWLEDGE CENTER SUPPORT			
TVDAAE-AA	251 to 500	\$18.50	
TVDYAM-AA	501 to 1000	\$18.50	
	1001 to 1500	\$18.50	
	1501-3000	\$ 13.60	
	3001+	\$ 8.95	
VIRUS SCAN SECURITY 2YR LICENSE WITH KNOWLEDGE CENTER SUPPORT			
VSEAAE-AA	251 to 500	\$14.00	
VSEYAM-AA	501 to 1000	\$14.00	
	1001 to 1500	\$14.00	
	1501-3000	\$ 10.00	
	3001+	\$ 7.50	
ACTIVE VIRUS DEFENSE 2YR LICENSE WITH PRIME CONNECT SUPPORT			
AVDABE-AA	251 to 500	\$23.90	
AVDYBM-AA	501 to 1000	\$23.90	
	1001 to 1500	\$23.90	
	1501-3000	\$ 17.90	
	3001+	\$ 12.65	
TOTAL VIRUS DEFENSE 2YR LICENSE WITH PRIME CONNECT SUPPORT			
TVDABE-AA	251 to 500	\$21.50	
TVDYBM-AA	501 to 1000	\$21.50	
	1001 to 1500	\$21.50	
	1501-3000	\$ 15.25	
	3001+	\$ 10.75	
VIRUS SCAN SECURITY 2YR LICENSE WITH PRIME CONNECT SUPPORT			
VSEABE-AA	251 to 500	\$17.00	
VSEYBM-AA	501 to 1000	\$17.00	
	1001 to 1500	\$17.00	
	1501-3000	\$ 12.00	
	3001+	\$ 9.00	
WEBSHIELD E500 APPLIANCE PERPETUAL LICENSE WITH 2 YR PRIME CONNECT SUPPORT			
MCAX500AJE	251-500	\$ 14,696.00	
MYBX500AJM	501-1000	\$ 19,171.00	
	1001-1500	\$ 28,171.00	
	1501-3000	\$ 45,000.00	
	3001+	\$ 66,000.00	

Pricing in effect from 05/30/02 through 05/29/04.